

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 40
2. Contract No.		3. Solicitation No. DAAA09-02-R-0151		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2002NOV20	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ OSC AMSOS-CCM-F ROCK ISLAND, IL 61299-6000 BLDG 350			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ OSC CONTRACTING & PARC CENTER ATTN AMSOS-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSOS-CC BLDG 350 CONTRACTING CTR until _____ (hour) local time 2003JAN10 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name NINA MCDERMOTT E-mail address: MCDERMOTT@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-0918
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

15A. Contractor/Offeror/Quoter	Code	Facility	Amendment Number	Date	Amendment Number	Date
			16. Name and Title of Person Authorized to Sign Offer (Type or Print)			
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature		18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	JAN/2000
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: SOSMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. Earl Fox, Attn: SIORI-AP
Rock Island, Illinois 61299-5000
(309) 782-7625
siori-co-bd@ria.army.mil

Watervliet Arsenal
Mr. Michael Flaherty, Attn: SOSWV-ODP
Waterlviet, New York 12189-4050
(518) 266-3918
flaherty@wva.army.mil

(End of Clause)

(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

Name of Offeror or Contractor:

A-5 52.252-4500 FULL TEXT CLAUSES
OSC

SEP/1997

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).
2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

This Request for Proposal is a 100% Small Business Set-Aside for the M74 Simulator.

NSN: 1370-00-028-6007

Offerors shall submit proposals on a with First Article Basis.

The Government provides a best value, competitive, firm fixed price contract.

The evaluation factors include: The Manufacturing Plan, Past Performance, Price, Small Business Utilization. Award will be made to the offeror whose Manufacturing Plan, Past Performance, Price, and Small Business Utilization provides the best value to the Government. The Manufacturing Plan is significantly more important than Past Performance and Price. Past Performance and Price are of equal value. Small Business Utilization has the least value. The Manufacturing Plan, Past Performance and Small Business Utilization, when combined, are significantly more important than Price. The subfactors in each category are in descending order of importance.

In order to evaluate the proposals, the Government will employ the best value approach to evaluate proposals submitted in response to this solicitation. The Government cautions offerors to pay close attention to Section L: "Instructions to Offerors" and to Section M, "Evaluation Factors and Significant Subfactors for Award" in their entirety.

The Government is not bound to award to the lowest priced evaluated offer in this best value approach. The offeror's Manufacturing Plan may justify payment of a premium (See Sections L & M). For purposes of evaluation, each offeror is to provide the information specified in the applicable provision. Award will be made to the offeror whose proposal is determined to be the best value to the Government based on the cited criteria. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of their proposal. The Government will not make assumptions as to the offeror's intent, capabilities, facilities, or experience. Clear identification is the sole responsibility of the offeror. The Government cautions the offerors to ensure that their proposal is complete, including all fill-in the blanks in the solicitation.

Offerors should take note of the provision FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition." The Government intends to award a contract resulting from this solicitation without discussions with the offerors (except for clarification as described in FAR 15.306(A)). Therefore, offeror's initial proposals should contain the best terms from all factors/sub factors. However, the Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

The Government directs the offeror's attention to the critical characteristics clause (See Section E).

The Government defines NSP, as seen in Section B, as Not Separately Priced.

In accordance with solicitation clause, "Required Central Contractor Registration," 252.204-7004, failure to register in the Central Contractor Registration database will make an offeror ineligible for award.

The Government provides this summary for administrative assistance only and is not intended to alter the terms and conditions of the solicitation.

End of Narrative A001**

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<u>Supplies or Services and Prices/Costs</u> SECURITY CLASS: Unclassified 				
0002AA	<u>DATA ITEM</u> <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0120 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Z55555) SEE SECTION E	1	EA	\$ <u> ** NSP **</u>	\$ <u> ** NSP **</u>
0002AB	<u>PRODUCTION QUANTITY</u> CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: F12A0R37M2 PRON AMD: 01 AMS CD: 080011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 N490657042002BA W53XMD J 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 10,000 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099	10000	EA	\$ _____	\$ _____

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8848486 with revisions in effect as of June 4, 2002 (except as follows):

The following engineering changes apply to this procurement action: CLIN 0002AB (NSN 1370-00-028-6007)

GFM/GFE: Drawing #:

Document	ADD	Delete	Replace With
9378344		PPP-B-636	ASTM D5118
9378344		PPP-F-320	ASTM D4727
8847473		QQ-T-425	ASTM A623

M6Y2001	X(35 SHTS.)
R1K2063	X(SHTS. 4&5)(MIL-B-46506)
MS26507	X
2113979	ORIG.
2113978	ORIG.
2128265	ORIG.
2128267	A
2128335	ORIG.
12597657	A
7553296	K
EL7553296	K&L(2 SHTS.)
7553297	J
7553298	M
7553299	J
7553300	J
7553301	E
7553302	F
7553303	E
7553304	E
7553305	E
7553306	F
7553308	E
7553309	G
7553310	G
7553311	F
7553312	F
7553313	E
7553347	Y
7288204	A
7298139	A
7580052	H
8594163	F
8646694	A
8646695	A
8646696	A
8646697	B

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8646698	A			
8648214	C(2 SHTS.)			
8794342		R	AA	
SQ8794342		B	C(2 SHTS.)	
8796522		BD	BJ(4 SHTS.)	
8798919		H	J	
8808362		N	P	
8816003		F	G	
9273748		D	F	
9325874		C	E	
9332550	E			
9347108	B			
SQ702-1-1	ORIG.(17 SHTS.)			
FF6213	01			
FF6214	01			
FF6215	01			
A-A-2832				
A-A-58078				
A-A-59135				
A-A-59203				
GGG-G-61				
L-T-80				
PPP-B-585				
QQ-T-425				
TT-C-490				
MIL-A-002550	C			
MIL-A-70625	A			
MIL-A-8625	F			
MIL-A-3060	E			
MIL-D-3464	E			
MIL-C-53072	B			
MIL-C-5541	E			
MIL-D-3464	E			
MIL-DTL-117	H			
MIL-DTL-31000	B			
MIL-DTL-32065	ORIG.			
MIL-E-52891	B			
MIL-HDBK-1461	A			
MIL-L-10287	B			
MIL-W-12332	A			
MIL-W-63150	ORIG.			
MIL-STD-109	C			
MIL-STD-130	K			
MIL-STD-1916	ORIG.			
MIL-STD-2073-1	D			
MIL-STD-299	ORIG.			
MIL-STD-406	ORIG.			
MIL-STD-753	C			
ASME-B47.1				
ASME-Y14.5M				
ASTM-A108				
ASTM-A109/A109M				
ASTM-A116				
ASTM-A121				
ASTM-A227/A227M				
ASTM-A228/A228M				
ASTM-A568/A568M				
ASTM-A576				
ASTM-A641/A641M				
ASTM-A872				
ASTM-A853				
ASTM-B117				
ASTM-B221				
ASTM-B244				
ASTM-B499				

Name of Offeror or Contractor:

ASTM-D2000
ASTM-D3359
ASTM-D3950
ASTM-D3953
ASTM-D4442
ASTM-D4444
ASTM-D5118M
ASTM-D610
ASTM-D960
ASTM-F1667
NAS-410
PARTS 100-199(TITLE 49)

ADD: "Prior to shipment, the manufacturer shall make sure the container has been tested by a Government approved pop test laboratory for compliance with pop requirements in accordance with Title 49 Code of Federal Regulations. Pop marking shall not be applied to the container until verified by the Government. The pop test report shall be generated by the manufacturer/laboratory in accordance with DI-Pack-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted to the US Army Research, Development and Engineering Center, ATTN: AMSTA-AR-AEP, Picatinny Arsenal, NJ 07806-5000.

ADD:

HCSDS	REV	Date	Nomenclature	Ref-Doc
38	F	1/25/93	Potassium Nitrate	MIL-P-156
42	C	1/13/82	Charcoal	JAN-C-178
43	D	1/26/93	Sulphur	MIL-S-14929
274	E	6/17/88	Pyrotechnic, Composition, Delay	8848744

GFM/GFE: Drawing Number: 7265820 for the M8 Pistols:
Mylars Required (check one): No

(CS6100)

C-3	52.247-4503	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
	OSC		

Supplies procured under this contract are identified as Sensitive, CAT IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	OSC		

(End of Clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 8836950, revision P, dated 28 Sep 1992.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 8836950, Revision P, Dated 28 Sep 1992.

EXCEPTION: The following shall apply to drawing 8836950, revision P, dated 28 Sep 1992: Bar code marking is required in accordance with drawing 8796522, Revision BJ, dated 1 Apr 2002.

Performance Oriented Packaging (POP) Testing, Reporting and Marking: Shall be in accordance with Engineering Exceptions found on Section C. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if : (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

Performance oriented packaging (POP) verification: In no case shall a container be shipped if the gross weight marked on the package is greater than POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

Exception to performance oriented packaging (POP) markings: if manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 8836950. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat wood quality marking: Heat treat requirements for all non- manufactured wood used in packaging applies to this contract. Engineering Change Proposal (ECP) R1K2063 applies to MIL-B-2427.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/109, revision 1, dated Oct 85 and 19-48-4116, Rev 7, dated Sep 2001. Marking shall be in accordance with drawing ACV00561, Rev B, dated 1 April 2002. Heat treat wood quality marking: heat treat requirements for all non-manufactured wood used in palletized load applies to this contract.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4550 OSC	CRITICAL CHARACTERISTICS	JUN/2001
E-4	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

- (b) The Contractor shall comply with:
- () ISO 9002
 - (x) ISO 9001-2000; only design/development exclusions permitted
 - () ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-5	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC		(MAY 1994)	

- a. The first article shall consist of:
- Contractor testing in accordance with Table I of MIL-S-20517H with Amendment 4; please forward results to HQ, Operations Support Command, AMSOS-PRB; the contractor will notify this office at least 45 days in advance before commencing with First Article Testing. Contractors are not eligible for waiver of this requirement.
- which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.
- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same

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facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to - 2- .

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
	OSC		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and ZI.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAA09-02-R-0151 MOD/AMD</p>	<p style="text-align: center;">Page 12 of 40</p> <p style="text-align: center;">REPRINT</p>
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Name of Offeror or Contractor:

the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product

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of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

1. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

E-7	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	OSC		
REWORK AND REPAIR OF NONCONFORMING MATERIAL			
52.246-4528 OSC		(MAY 1994)	

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package

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requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-8	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	OSC		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1; DI-QCIC81006; AMSTA-AR-QAA.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

E-9	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

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(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-7	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,
Other (specify) _____
- (ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____
- (iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;
- (iv) Number of items per container: _____ Each;
- (v) Gross Weight of container and contents _____ Lbs;
- (vi) Palletized/skidded _____ Yes _____ No,
- (vii) Number of containers per pallet/skid _____ ;
- (viii) Weight of empty pallet bottom/skid and sides _____ Lbs;
- (ix) Size of pallet/skid and contents _____ Lbs Cube ; _____
- (x) Number of containers or pallets/skids per railcar _____ *
- Size of railcar _____
- Type of railcar _____

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(xi) Number of containers or pallets/skids per trailer _____*

Size of trailer _____Ft

Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation _____ ;

(ii) Tender/Tariff _____ ;

(iii) Item _____ .

(End of clause)

(FF6012)

F-8 52.247-33 F.O.B. ORIGIN, WITH DIFFERENTIALS JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____ (carload, truckload, less-load,
_____ wharf, flatcar, driveaway, etc.)

(End of clause)

(FF7005)

F-9 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996

(End of Clause)

(FF7007)

F-10 52.247-4531 COGNIZANT TRANSPORTATION OFFICER
OSC MAY/1993

(End of Clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1 ****	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification NO.
(If none, insert NONE)	

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSIO-TO
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-CCM-F
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

Name of Offeror or Contractor:

(HF6011)

H-2	52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
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OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed -1- percent (-2- %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-3	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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DFARS

****(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")

ACT

***End of Clause)

(HA7704)

H-4	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
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DFARS

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY
TOTAL		
	(End of Clause)	

(HA7502)

H-5	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
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DFARS

(End of clause)

(HA7503)

H-6	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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OSC
The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-16	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-25	PROMPT PAYMENT	MAY/2001
I-31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-35	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-39	52.245-18	SPECIAL TEST EQUIPMENT	FEB/1993
I-40	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984

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I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-44	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-47	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-48	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-49	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-50	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-51	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-52	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-53	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-54	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-55	252.225-7031 DFARS	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-56	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-57	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-58	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-59	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-60	52.243-7	NOTIFICATION OF CHANGES	JAN/2001

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

I-61	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	MAY/2001
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(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for -1095- days after acceptance --

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Name of Offeror or Contractor:

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within -120- days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-62	252.223-7007	SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES	SEP/1999
	DFARS		

***(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M74 Simulator	1370-00-028-6007	Category IV

(End of clause)

(IA6200)

I-63	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

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Name of Offeror or Contractor:

(IF7018)

I-64 52.209-3 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I SEP/1989
(JAN 97)

(End of Clause)

(IF7019)

I-65 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-66 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal
Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-67	252.219-7004	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	JUN/1997
***	DFARS	SUBCONTRACTING PLAN (TEST PROGRAM)	

(End of clause)

(IA7030)

I-68	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-69	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
***	OSC		

(End of clause)

(IS7025)

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT REQUIREMENTS DATA LIST (CDRL)		005	
Attachment 001	DOCUMENT SUMMARY LIST		003	
Attachment 002	ADDRESS CODE DISTRIBUTION FOR ECP/RFP/VECP		001	
Attachment 003	ADDRESS LIST		001	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS		002	
Attachment 005	MANDATORY USE OF GOVERNMENT ELECTRONIC MAIL		001	
Attachment 006	INSTRUCTIONS ON COMPLETING DD FORM 1423		001	
Attachment 007	DATA DELIVERY DESCRIPTION-ENGINEERING CHANGE PROPOSAL		009	
Attachment 008	DATA DELIVERY DESCRIPTION-NOTICE OF REVISION		002	
Attachment 009	DATA DELIVERY DESCRIPTION-REQUEST FOR DEVIATION		004	
Attachment 010	HAZARDOUS WARNING LABEL		001	
Attachment 011	INSTRUCTIONS TO BIDDER/OFFEROR(IOC FORM 715-4)		002	
Attachment 012	INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES		007	
Attachment 013	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS (15 CFR 700) (OSC FORM 715-3)		004	
Attachment 014	SECURITY STATEMENT OF WORK		003	
Attachment 015	STATEMENT OF WORK M74A1 SIMULATOR		014	

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.209-7002 DFARS	DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	SEP/1994
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition is 332993.		
(2)	The small business size standard is 1500 employees or less.		

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, _____ is not _____ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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Name of Offeror or Contractor:

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
 _(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

 (End of Provision)

(KF7005)

K-6 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(d) Taxpayer Identification Number (TIN).
 () TIN:
 () TIN has been applied for.
 () TIN is not required because
 () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 () Offeror is an agency or instrumentality of a foreign government;
 () Offeror is an agency or instrumentality of a Federal government; _

(e) Type of organization.
 () Sole proprietorship
 () Partnership
 () Corporate entity (not tax-exempt);
 () Corporate entity (tax-exempt);
 () Government entity (Federal, State, or local);
 () Foreign government
 () International organization per 26 CFR 1.6049-4;
 () Other

(f) Common Parent.
 () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 () Name and TIN of common parent:
 Name:
 TIN:

(End of Provision)
 (KF7043)

K-7 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ____ is a women-owned business concern.

 (End of provision)

(KF7022)

K-8 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987
 As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(End of provision)

(KF7003)

K-9 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ()
are not ()

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ()
has not (),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(End of Provision)

(KF7033)

K-10 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE	NAME AND ADDRESS OF OWNER
(STREET ADDRESS, CITY	AND OPERATOR OF THE PLANT

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Name of Offeror or Contractor:

STATE, COUNTY, ZIP-CODE)

OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF7035)

K-11 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS

FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-12 52.222-25 AFFIRMATIVE ACTION COMPLIANCE

APR/1984

The offeror represents that (a) it

() has developed and has on file,

() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-13 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION
REPRESENTATION

MAY/2001

(b) Representation. The offeror represents that it

____ is ____ is not a historically black college or University

____ is ____ is not a Minority Institution.

(End of provision)

(KF7023)

K-14 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

Name of Offeror or Contractor:

DFARS

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known
------------------	-----------------------------

(End of Provision)

(KA7702)

K-15

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

DFARS

(b) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-6	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-7	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-9	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

(LF6008)

I. Instructions, Conditions, and Notices to Offerors:

A. Submission of Proposals: The proposal shall consist of the following:

- (1) One executed copy of the solicitation which shall include the offeror's proposed price;
- (2) Separate Volumes for each of the following:
 - (a) Volume I: Manufacturing Plan (4 copies)
 - (b) Volume II: Past Performance (3 Copies)
 - (c) Volume III: Small Business Utilization (3 copies)

B. Offerors shall forward the completed proposal, including an executed solicitation and all copies of the Manufacturing Plan, Past Performance, and Small Business Utilization Volumes, to :

U.S. Army Operations Support Command

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Name of Offeror or Contractor:

Ammunition Contracting Team
ATTN: AMSOS-CCM-F/Nina McDermott
Rock Island, IL 61299-6000

II. Preparation of the Manufacturing Plan, Past Performance, and Small Business Utilization Plan:

A. The offerors shall submit the Manufacturing Plan Volume, Past Performance Volume and Small Business Utilization Volume shall as completely separate volumes and separate from the executed solicitation. Offerors shall confine information intended for the Government to consider, specific to each volume, to that volume. The Government cautions offerors that it may not consider information if it is not in the applicable volume and may downgrade the proposal accordingly. Offerors should treat each volume independently:

Volume I: Manufacturing Plan
Volume II: Past Performance
Volume III: Small Business Utilization

B. Each volume shall be consistent with the complete submission. Offerors should not incorporate by reference. Page size shall not exceed 8 1/2 by 11 inches. Offerors may use foldout sheets.

III. Information to Submit for the Manufacturing Plan, Past Performance, and Small Business Utilization:

A. Manufacturing Plan:

(1) Management System:

(a) The offeror's description of the Management System must define its organizational structure, responsibilities, procedures, processes and resources proposed for implementing quality management.

(b) The offeror's Management System must incorporate the requirements of ANSI/ASQC ISO 9001:2000/equivalent program.

(c) In addition, the Government requires the offeror to submit its Level I Quality Manual along with documentation demonstrating ability for implementing an acceptable Statistical Process Control Plan (SPC) with the proposal.

(2) Essential Processes and Procedures: The Manufacturing Plan must describe a manufacturing strategy that will ensure that the manufacture of the M74 Simulators will be in accordance with the applicable technical data. The Manufacturing Plan must include a complete description of essential facilities, equipment, capacity and processes that the offeror plans to utilize to fabricate and test the M74 Simulators. The offeror must submit evidence of a structured Statistical Process Control System designed to reduce variation in processes affecting key product characteristics. The Manufacturing Plan shall identify key product characteristics the offeror will cover in the SPC system. This may include a summary of on-going process/product improvement initiatives. The Manufacturing Plan shall include data to verify that the manufacturing facility needs of the program will not be adversely impacted by the needs of existing or projected programs and essential equipment (forge operation, heat treat, machine capability, body assembly and inspection equipment) and is in place to perform the required operations. Data shall include assignments of floor space, machines, and/or other units of resources to programs and other data used by the contractor. If reactivation becomes mandatory, the offeror shall include a detailed plan of reactivation. The Plan shall address the correction of shortages.

(3) Essential Skills: The Manufacturing Plan shall include information regarding personnel within the management structure having adequate background in quality management and implementation of process controls. The Manufacturing Plan shall address the essential skills, knowledge and availability of the offeror's labor force to include management, quality engineering and production. Data shall include specific skills required, training program needed, and the recruitment plan to fill any vacant positions. The Manufacturing Plan shall provide an organization chart for the performance of the contract including the relationship and interface of offeror's various organizational elements, including Government and subcontractors.

Note: Offerors shall provide the same information to the subcontractors.

B. Past Performance:

The offeror shall submit a description of Government and private contracts received and performed during the past three years prior to the closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local governments. For purposes of Past Performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement.

- Name of contracting activity/commercial firm
- Contract Number
- Contract Type (fixed price or cost reimbursable)

Name of Offeror or Contractor:

- Total contract value
- Description of work/NSN, Part Number, Nomenclature
- Contracting Officer/contract manager and telephone
- Administrative Contracting Officer
- A brief of each contract cited and address on-time delivery and quality

(1) On-Time Delivery: The offeror must provide information regarding its recent, relevant past performance in the areas of timeliness of deliveries. For verification purposes, the offeror should provide a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The offeror will compare the actual delivery schedule actual deliveries to determine whether deliveries were on time and whether there were any slippages. If so, include the reasons for those slippages, whether there was a revised delivery schedule and include the offeror's corrective actions. The Government may use other sources, available to the Government other than those listed in the offeror's proposal, to gather and evaluate sub factors. The evaluation team will utilize sources, such as, but not limited to, data gathered via the Past Performance Information Management Systems (PPIMS) or Contractor Performance Assessment Reporting Systems (CPARS), contracting and preaward offices at other supporting commands, past customers and previous Contracting Officials to gather information. If there was an early delivery, did the Contracting Officer request it?

(2) Quality: The evaluators will assess the offeror's recent, relevant record in the area of quality assurance. This sub factor requires the offeror to submit the following:

- (a) Data explaining corrective actions taken to improve its process and/or to solve quality problems.
- (b) Information (the number and severity) about the Request for Waivers (RFW),
- (c) Information about Quality Deficiency Reports (QDR),
- (d) Record of First Article test submissions on this or similar items,
- (e) Historical percentage of production lots accepted at initial submission to the customer,
- (f) Record of quality related issues and/or other product quality or quality program related problems,
- (g) Number of government issued Corrective Action Requests (CARs) and adequacy of corrective and preventative actions taken in response to CARs,
- (h) Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives,
- (i) Summary of customer satisfaction data to include number and severity of quality related complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

NOTE: The submission must be clear and concise when describing the deficiency, stating the corrective action and the date implemented. The Government may use other sources available to the Government other than the offeror's proposal to gather and evaluate the predetermined factors. The Government use sources, such as, but not limited to, contracting and preaward offices at other supporting commands to gather information.

C. Small Business Utilization Evaluation: The Government requires that all offerors (small, large, and foreign) identify the extent to which they will utilize:

(1) Small Businesses (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(2) Historically Black Colleges, Universities and Minority Institutions (HBCU/MI) in the performance of the proposed contract.

For Small Businesses, identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offerors will annotate their own participation as a SB or HBCU/MI of their small business utilization. The Government will consider this information for evaluation purposes.

(1) Proposed Small Business Utilization:

- (a) The offeror is to provide names, products/services and estimated dollar value and type of SBs and

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Name of Offeror or Contractor:

HBCU/MIs who would participate in the proposed contract in the format below:

SB Type	Estimated \$ Value	Product/ Service	Company Name
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Total SB \$

(b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

(2) Small Business Utilization Past Performance:

(a) All offerors are to provide a detailed description of their methods used to promote and utilize small businesses over the last three years as prescribed by FAR 52.219-8, including:

(i) A description and available documentation of the methods employed to provide SB utilization, and;

(ii) A description of the internal methods used to monitor SB utilization.

(b) Large business offerors shall document their performance over the past three years for similar work, as prescribed by FAR 52.219-9 "SB Subcontracting Plan." This documentation shall include their actual performance in utilizing SB and HBCU/MI subcontracting goals. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

D. Price: The offeror will submit prices in accordance with Section B - Price Matrix of the solicitation for the basic quantities. Offerors shall also provide information in Section M for Government Owned Production, if applicable. Offerors will not provide Cost and Pricing Data or information unless required by the Contracting Officer.

NOTE: The Government urges offerors to examine the solicitation in its entirety to ensure their proposal contains all necessary information, provides all required documentation, and is complete in all respects. The Government will consider an offeror's failure to comply with these instructions to be indicative of the kind of performance that it can expect from the offeror during contract performance.

L-10	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, Operations Support Command, ATTN: Linda Getz, AMSOS-CCM, Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-11	52.211-4510	PARTNERING	AUG/2001
	AMC		

***The principal government representatives for this effort will be

Linda Getz
Contracting Officer

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Name of Offeror or Contractor:

Nina McDermott
Contract Specialist

(Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

L-12 30.202-1(A) DISCLOSURE STATEMENT FORM SEP/1995

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of Provision)

(LF7011)

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-14 47.304-1(B) F.O.B. POINT (RFPS) SEP/1995

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-15 9.306(C) WAIVER OF FIRST ARTICLE APPROVAL SEP/1995

In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(End of Provision)

(LF7009)

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Name of Offeror or Contractor:		

L-16 52.212-4501 ELECTRONIC AWARD NOTICE
OSC

APR/2001

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil/> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

A. The Government plans to utilize a best value, competitive, firm, fixed price contract for award.

B. Evaluation Factors Are:

- (1) Manufacturing Plan
 - (a) Management System
 - (b) Essential Processes and Procedures
 - (c) Essential Skills
- (2) Past Performance
 - (a) On-time Delivery
 - (b) Quality
- (3) Price
- (4) Small Business Utilization
 - (a) Proposed Small Business Utilization
 - (b) Small Business Utilization Past Performance

C. Award will be made to the offeror whose Manufacturing Plan, recent, relevant Past Performance, Price and Small Business Utilization provides the best value to the Government.

D. Definitions:

- (1) "Recent": defined as having occurred within the past three years to the date the solicitation closing.
- (2) "Relevant": defined as having been previously produced as like or similar item.
- (3) Like or similar items are items that utilized the same manufacturing processes, essential skills and unique

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Name of Offeror or Contractor:

techniques needed to produce these M74 Simulators. A like item is one produced under similar performance parameters and environmental conditions as these M74 Simulators. Evaluation will be in accordance with Evaluation Factors for award as stated in Section M of the Solicitation.

- E. The Government reserves the right to determine whether an item is the same or similar.
- F. An offeror must quote on all items in this Solicitation to be eligible for Award.

Evaluation Factors Rating:

- A. THE MANUFACTURING PLAN IS SIGNIFICANTLY MORE IMPORTANT THAN PAST PERFORMANCE AND PRICE.
- B. Past Performance and Price are of equal value.
- C. Small Business Utilization has the least value.

- D. THE MANUFACTURING PLAN, PAST PERFORMANCE, AND SMALL BUSINESS UTILIZATION, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE.
- E. The sub factors under each factor are in descending order of importance. The evaluation team will rate each sub factor separately with a composite score for each factor.

Note: The Procuring Contracting Officer selected the evaluation team based on the team's experience with and/or the nature of their job responsibilities relative to M74 Simulators. The evaluation team will review only volumes relative to their experience.

(End of Provision)

(MP6012)

M-347.305-12TRANSPORTATION EVALUATIONJAN/1995

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Fireworks

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Tooele Army Depot
Tooele, Ut

Crane AAA
Crane, IN

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Name of Offeror or Contractor:

(d) Evaluation will include the quantities and sources of government furnished material listed below.

No GFM - Void in its entirety.

(End of Provision)

(MF6020)

M-4 9.306(C) FIRST ARTICLE APPROVAL SEP/1995

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-5 42.1501-4500 PERFORMANCE EVALUATION CRITERIA OCT/1999
OSC

(End of Provision)

(MS7015)

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO AS0100 52.215-4501 01-JUN-2000 ARSENALS AS SUBCONTRACTORS
OSC

AUTO AM7010 AMC 01-OCT-1996 AMC-LEVEL PROTEST PROGRAM

AUTO/CHANGE AS7010 52.222-1100 01-JAN-2000 10 U.S.C. 4543 PILOT PROGRAM
OSC

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: SOSMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. Earl Fox, Attn: SIORI-AP
Rock Island, Illinois 61299-5000
(309) 782-7625
siori-co-bd@ria.army.mil

Watervliet Arsenal
Mr. Michael Flaherty, Attn: SOSWV-ODP
Waterlviet, New York 12189-4050
(518) 266-3918
flaherty@wva.army.mil

(End of Clause)

(AS7010)

AUTO/CHANGE AS7000 52.246-4501 01-APR-1997 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM
OSC

(End of clause)

(AS7000)

AUTO/CHANGE AS7001 52.252-4500 01-SEP-1997 FULL TEXT CLAUSES
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (***).

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2. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/osc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

This Request for Proposal is a 100% Small Business Set-Aside for the M74 Simulator.

NSN: 1370-00-028-6007

Offerors shall submit proposals on a with First Article Basis.

The Government provides a best value, competitive, firm fixed price contract.

The evaluation factors include: The Manufacturing Plan, Past Performance, Price, Small Business Utilization. Award will be made to the offeror whose Manufacturing Plan, Past Performance, Price, and Small Business Utilization provides the best value to the Government. The Manufacturing Plan is significantly more important than Past Performance and Price. Past Performance and Price are of equal value. Small Business Utilization has the least value. The Manufacturing Plan, Past Performance and Small Business Utilization, when combined, are significantly more important than Price. The subfactors in each category are in descending order of importance.

In order to evaluate the proposals, the Government will employ the best value approach to evaluate proposals submitted in response to this solicitation. The Government cautions offerors to pay close attention to Section L: "Instructions to Offerors" and to Section M, "Evaluation Factors and Significant Subfactors for Award" in their entirety.

The Government is not bound to award to the lowest priced evaluated offer in this best value approach. The offeror's Manufacturing Plan may justify payment of a premium (See Sections L & M). For purposes of evaluation, each offeror is to provide the information specified in the applicable provision. Award will be made to the offeror whose proposal is determined to be the best value to the Government based on the cited criteria. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of their proposal. The Government will not make assumptions as to the offeror's intent, capabilities, facilities, or experience. Clear identification is the sole responsibility of the offeror. The Government cautions the offerors to ensure that their proposal is complete, including all fill-in the blanks in the solicitation.

Offerors should take note of the provision FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition." The Government intends to award a contract resulting from this solicitation without discussions with the offerors (except for clarification as described in FAR 15.306(A)). Therefore, offeror's initial proposals should contain the best terms from all factors/sub factors. However, the Government reserves the right to conduct discussions if determined necessary by the Procuring Contracting Officer.

The Government directs the offeror's attention to the critical characteristics clause (See Section E).

The Government defines NSP, as seen in Section B, as Not Separately Priced.

In accordance with solicitation clause, "Required Central Contractor Registration," 252.204-7004, failure to register in the Central Contractor Registration database will make an offeror ineligible for award.

The Government provides this summary for administrative assistance only and is not intended to alter the terms and conditions of the solicitation.

End of Narrative A001**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ADDED	CS0100	52.246-4506	01-FEB-1999	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL OSC
CHANGED	CS6100	52.210-4501	01-MAR-1988	DRAWINGS/SPECIFICATION OSC

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which

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apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 8848486 with revisions in effect as of June 4, 2002 (except as follows):

The following engineering changes apply to this procurement action: CLIN 0002AB (NSN 1370-00-028-6007)

GFM/GFE: Drawing #:

Document	ADD	Delete	Replace With
9378344		PPP-B-636	ASTM D5118
9378344		PPP-F-320	ASTM D4727
8847473		QQ-T-425	ASTM A623
M6Y2001	X(35 SHTS.)		
R1K2063	X(SHTS. 4&5)(MIL-B-46506)		
MS26507	X		
2113979	ORIG.		
2113978	ORIG.		
2128265	ORIG.		
2128267	A		
2128335	ORIG.		
12597657	A		
7553296	K		
EL7553296	K&L(2 SHTS.)		
7553297	J		
7553298	M		
7553299	J		
7553300	J		
7553301	E		
7553302	F		
7553303	E		
7553304	E		
7553305	E		
7553306	F		
7553308	E		
7553309	G		
7553310	G		
7553311	F		
7553312	F		
7553313	E		
7553347	Y		
7288204	A		
7298139	A		
7580052	H		
8594163	F		
8646694	A		
8646695	A		
8646696	A		
8646697	B		
8646698	A		
8648214	C(2 SHTS.)		
8794342		R	AA
SQ8794342		B	C(2 SHTS.)
8796522		BD	BJ(4 SHTS.)
8798919		H	J
8808362		N	P
8816003		F	G
9273748		D	F
9325874		C	E
9332550	E		
9347108	B		
SQ702-1-1	ORIG.(17 SHTS.)		

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FF6213 01
 FF6214 01
 FF6215 01

A-A-2832
 A-A-58078
 A-A-59135
 A-A-59203
 GGG-G-61
 L-T-80
 PPP-B-585
 QQ-T-425
 TT-C-490

MIL-A-002550 C
 MIL-A-70625 A
 MIL-A-8625 F
 MIL-A-3060 E
 MIL-D-3464 E
 MIL-C-53072 B
 MIL-C-5541 E
 MIL-D-3464 E
 MIL-DTL-117 H
 MIL-DTL-31000 B
 MIL-DTL-32065 ORIG.
 MIL-E-52891 B
 MIL-HDBK-1461 A
 MIL-L-10287 B
 MIL-W-12332 A
 MIL-W-63150 ORIG.
 MIL-STD-109 C
 MIL-STD-130 K
 MIL-STD-1916 ORIG.
 MIL-STD-2073-1 D
 MIL-STD-299 ORIG.
 MIL-STD-406 ORIG.
 MIL-STD-753 C

ASME-B47.1
 ASME-Y14.5M
 ASTM-A108
 ASTM-A109/A109M
 ASTM-A116
 ASTM-A121
 ASTM-A227/A227M
 ASTM-A228/A228M
 ASTM-A568/A568M
 ASTM-A576
 ASTM-A641/A641M
 ASTM-A872
 ASTM-A853
 ASTM-B117
 ASTM-B221
 ASTM-B244
 ASTM-B499
 ASTM-D2000
 ASTM-D3359
 ASTM-D3950
 ASTM-D3953
 ASTM-D4442
 ASTM-D4444
 ASTM-D5118M
 ASTM-D610
 ASTM-D960
 ASTM-F1667
 NAS-410
 PARTS 100-199(TITLE 49)

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ADD: "Prior to shipment, the manufacturer shall make sure the container has been tested by a Government approved pop test laboratory for compliance with pop requirements in accordance with Title 49 Code of Federal Regulations. Pop marking shall not be applied to the container until verified by the Government. The pop test report shall be generated by the manufacturer/laboratory in accordance with DI-Pack-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted to the US Army Research, Development and Engineering Center, ATTN: AMSTA-AR-AEP, Picatinny Arsenal, NJ 07806-5000.

ADD:

HCSDS	REV	Date	Nomenclature	Ref-Doc
38	F	1/25/93	Potassium Nitrate	MIL-P-156
42	C	1/13/82	Charcoal	JAN-C-178
43	D	1/26/93	Sulphur	MIL-S-14929
274	E	6/17/88	Pyrotechnic, Composition, Delay	8848744

GFM/GFE: Drawing Number: 7265820 for the M8 Pistols:
Mylars Required (check one): No

(CS6100)

CHANGED	CS6101	52.247-4503	01-MAY-1993	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS
OSC				

Supplies procured under this contract are identified as Sensitive, CAT IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

AUTO/CHANGE	CS7600	52.248-4502	01-MAY-2001	CONFIGURATION MANAGEMENT DOCUMENTATION
OSC				

(End of Clause)

(CS7600)

SECTION D - PACKAGING AND MARKING

CHANGED	DS6303	52.211-4508	01-JUL-1997	PACKAGING REQUIREMENTS
OSC				

Packaging shall be in accordance with 8836950, revision P, dated 28 Sep 1992.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 8836950, Revision P, Dated 28 Sep 1992.

EXCEPTION: The following shall apply to drawing 8836950, revision P, dated 28 Sep 1992: Bar code marking is required in accordance with drawing 8796522, Revision BJ, dated 1 Apr 2002.

Performance Oriented Packaging (POP) Testing, Reporting and Marking: Shall be in accordance with Engineering Exceptions found on Section C. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if : (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping

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container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

Performance oriented packaging (POP) verification: In no case shall a container be shipped if the gross weight marked on the package is greater than POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

Exception to performance oriented packaging (POP) markings: if manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 8836950. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat wood quality marking: Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Engineering Change Proposal (ECP) R1K2063 applies to MIL-B-2427.

(End of clause)

(DS6303)

CHANGED	DS6204	52.247-4517	01-MAR-1992	PALLETIZATION INSTRUCTION
		OSC		

Palletization shall be in accordance with 19-48-4116/109, revision 1, dated Oct 85 and 19-48-4116, Rev 7, dated Sep 2001. Marking shall be in accordance with drawing ACV00561, Rev B, dated 1 April 2002. Heat treat wood quality marking: heat treat requirements for all non-manufactured wood used in palletized load applies to this contract.

(End of clause)

(DS6204)

SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES - FIXED-PRICE
AUTO	EF0007	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
ADDED	ES0500	52.246-4550	01-JUN-2001	CRITICAL CHARACTERISTICS
		OSC		
CHANGED	EF6001	52.246-11	01-JUL-2001	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (x) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001:2000; no exclusions permitted

or an alternate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

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MOD/AMD

CHANGED ES6031 52.209-4512 01-MAY-1994 FIRST ARTICLE TEST (CONTRACTOR TESTING)
OSC
FIRST ARTICLE TEST (CONTRACTOR TESTING)
52.209-4512 OSC (MAY 1994)

a. The first article shall consist of:

Contractor testing in accordance with Table I of MIL-S-20517H with Amendment 4; please forward results to HQ, Operations Support Command, AMSOS-PRB; the contractor will notify this office at least 45 days in advance before commencing with First Article Testing. Contractors are not eligible for waiver of this requirement.

which shall be examined and tested in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to - 2- .

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

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MOD/AMD

(ES6031)

CHANGED ES6034 52.246-4506 01-MAY-1994 STATISTICAL PROCESS CONTROL (SPC)
OSC

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

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(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

l. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

CHANGED	ES7012	52.246-4528	01-MAY-1994	REWORK AND REPAIR OF NONCONFORMING MATERIAL
		OSC		
REWORK AND REPAIR OF NONCONFORMING MATERIAL				
52.246-4528 OSC		(MAY 1994)		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

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b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

CHANGED ES7010 52.246.4531 01-MAY-1994 ACCEPTANCE INSPECTION EQUIPMENT
OSC

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1; DI-QCIC81006; AMSTA-AR-QAA.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7010)

CHANGED ES7011 52.246-4532 01-MAY-1994 DESTRUCTIVE TESTING
OSC

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

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b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0040	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF0043	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0031	52.247-29	01-JUN-1988	F.O.B. ORIGIN
ADDED	FF0020	52.247-58	01-APR-1984	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS
ADDED	FF0021	52.247-59	01-APR-1984	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS
ADDED	FF0023	52.247-61	01-APR-1984	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS
ADDED/FIL	FF6012	52.247-60	01-DEC-1989	GUARANTEED SHIPPING CHARACTERISTICS
CHANGED	FF7005	52.247-33	01-JUN-1988	F.O.B. ORIGIN, WITH DIFFERENTIALS

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
____wharf, flatcar, driveaway, etc.)

(End of clause)

(FF7005)

ADDED	FF7007	47.305-15(B)	01-FEB-1996	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)
ADDED	FS7240	52.247-4531	01-MAY-1993	COGNIZANT TRANSPORTATION OFFICER OSC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PIIN/SHIN DAAA09-02-R-0151

MOD/AMD

CHANGED HF6011 52.223-3 01-JAN-1997 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-SF
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSIO-TO
Rock Island, IL 61299-6000

Commander
U.S. Army Operations Support Command (OSC)
ATTN: AMSOS-CCM-F
Rock Island, IL 61299-6000

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(HF6011)

ADDED/FIL HS6002 52.242-4506 01-MAR-1988 PROGRESS PAYMENT LIMITATION
OSC

CHANGED HA7704 252.223-7001 01-DEC-1991 HAZARD WARNING LABELS
DFARS

****(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")

ACT

***End of Clause)

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(HA7704)

AUTO	HA7502	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
AUTO	HA7503	252.247-7024 DFARS	01-NOV-1995	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
AUTO	HS7600	52.247-4545 OSC	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
SECTION I - CONTRACT CLAUSES				
AUTO	IF0001	52.202-1	01-DEC-2001	DEFINITIONS
AUTO	IF0003	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0006	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0028	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0352	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0024	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0114	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0320	52.203-12	01-JUN-1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0740	52.204-4	01-AUG-2000	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0343	52.209-6	01-JUL-1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0011	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0004	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0016	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATION
AUTO	IF0015	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
ADDED	IF0128	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
ADDED	IF0042	52.219-6	01-JUL-1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
AUTO	IF0334	52.219-8	01-OCT-2000	UTILIZATION OF SMALL BUSINESS CONCERNS
AUTO	IF0500	52.222-19	01-SEP-2002	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0056	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
AUTO	IF0057	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0061	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0063	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0330	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE

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VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

AUTO	IF0049	52.229-3	01-JAN-1991	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0079	52.229-5	01-APR-1984	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
AUTO	IF0086	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0327	52.232-8	01-MAY-1997	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0089	52.232-11	01-APR-1984	EXTRAS
AUTO	IF0062	52.232-17	01-JUN-1996	INTEREST
AUTO	IF0432	52.232-25	01-MAY-2001	PROMPT PAYMENT
AUTO	IF0163	52.232-33	01-MAY-1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0013	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0030	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0126	52.242-2	01-APR-1991	PRODUCTION PROGRESS REPORTS
ADDED	IF0104	52.242-12	01-JUL-1995	REPORT OF SHIPMENT (REPSHIP)
AUTO	IF0124	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0105	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0321	52.245-18	01-FEB-1993	SPECIAL TEST EQUIPMENT
ADDED	IF0285	52.246-1	01-APR-1984	CONTRACTOR INSPECTION REQUIREMENTS
AUTO	IF0039	52.247-63	01-JAN-1997	PREFERENCE FOR U.S. - FLAG AIR CARRIERS
AUTO	IF0400	52.248-1	01-FEB-2000	VALUE ENGINEERING
AUTO	IF0130	52.249-2	01-SEP-1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0132	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0092	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0702	252.203-7001	01-MAR-1999	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES
AUTO	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0506	252.204-7004 DFARS	01-MAR-2000	REQUIRED CENTRAL CONTRACTOR REGISTRATION
ADDED	IA0706	252.205-7000 DFARS	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
AUTO	IA0707	252.209-7000 DFARS	01-NOV-1995	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY
ADDED	IA0730	252.223-7002 DFARS	01-MAY-1994	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES

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ADDED	IA0731	252.223-7003 DFARS	01-DEC-1991	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES
AUTO	IA0736	252.225-7009 DFARS	01-AUG-2000	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)
AUTO	IA0738	252.225-7012 DFARS	01-APR-2002	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
AUTO	IA0654	252.225-7031 DFARS	01-JUN-1992	SECONDARY ARAB BOYCOTT OF ISRAEL
AUTO	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
AUTO	IA0523	252.242-7000 DFARS	01-DEC-1991	POSTAWARD CONFERENCE
AUTO	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
AUTO	IA0527	252.246-7000 DFARS	01-DEC-1991	MATERIAL INSPECTION AND RECEIVING REPORT
AUTO/CHANGE	IF6250	52.243-7	01-JAN-2001	NOTIFICATION OF CHANGES

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--***

(End of clause)

(IF6250)

CHANGED	IF6070	52.246-17	01-MAY-2001	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE
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(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for -1095- days after acceptance --

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within -120- days after discovery of the defect(s).

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of

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the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

CHANGED IA6200 252.223-7007 01-SEP-1999 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES
DFARS

*** (b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M74 Simulator	1370-00-028-6007	Category IV

(End of clause)

(IA6200)

CHANGED IF7018 52.209-3 01-SEP-1989 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____, Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

CHANGED IF7019 52.209-3 01-SEP-1989 FIRST ARTICLE APPROVAL -CONTRACTOR TESTING (SEP 89) - ALTERNATE I
(JAN 97)

(End of Clause)

(IF7019)

AUTO IF7016 52.252-6 01-APR-1984 AUTHORIZED DEVIATIONS IN CLAUSES

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AUTO IA7015 252.211-7005 01-MAR-1999 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS
DFARS

CHANGED IA7030 252.219-7004 01-JUN-1997 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS
DFARS SUBCONTRACTING PLAN (TEST PROGRAM)

(End of clause)

(IA7030)

AUTO IA7035 252.243-7002 01-MAR-1998 REQUESTS FOR EQUITABLE ADJUSTMENT
DFARS

AUTO IS7025 52.201-4500 01-FEB-1993 AUTHORITY OF GOVERNMENT REPRESENTATIVE
OSC

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO KF0003 52.203-11 01-APR-1991 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

AUTO KA0705 252.209-7001 01-MAR-1998 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST
DFARS COUNTRY

ADDED KA0706 252.209-7002 01-SEP-1994 DICLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT
DFARS

CHANGED KF6003 52.219-1 01-APR-2002 SMALL BUSINESS PROGRAM REPRESENTATIONS

(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993.

(2) The small business size standard is 1500 employees or less.

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6003)

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AUTO	KF7005	52.203-2	01-APR-1985	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
AUTO	KF7043	52.204-3	01-OCT-1998	TAXPAYER IDENTIFICATION
ADDED	KF7022	52.204-5	01-MAY-1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
AUTO	KF7003	52.207-4	01-AUG-1987	ECONOMIC PURCHASE QUANTITY - SUPPLIES
AUTO	KF7033	52.209-5	01-DEC-2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
AUTO	KF7035	52.215-6	01-OCT-1997	PLACE OF PERFORMANCE
AUTO	KF7019	52.222-22	01-FEB-1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
AUTO	KF7020	52.222-25	01-APR-1984	AFFIRMATIVE ACTION COMPLIANCE
ADDED	KF7023	52.226-2	01-MAY-2001	HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION
ADDED	KA7702	252.225-7000 DFARS	01-SEP-1999	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE
AUTO/CHANGE	KA7500	252.247-7022 DFARS	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(End of provision)

(KA7500)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0032	52.204-6	01-JUN-1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0604	52.211-2	01-DEC-1999	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L
ADDED	LF0054	52.215-1	01-MAY-2001	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS
ADDED	LF0038	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
ADDED	LF0036	52.247-46	01-APR-1984	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS
ADDED	LA0700	252.204-7001 DFARS	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE
ADDED	LA0701	252.206-7000 DFARS	01-DEC-1991	DOMESTIC SOURCE RESTRICTION

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CHANGED LF6019 52.211-14 01-SEP-1990 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

CHANGED LF6008 52.216-1 01-APR-1984 TYPE OF CONTRACT
The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of Provision)

(LF6008)

I. Instructions, Conditions, and Notices to Offerors:

A. Submission of Proposals: The proposal shall consist of the following:

- (1) One executed copy of the solicitation which shall include the offeror's proposed price;
- (2) Separate Volumes for each of the following:
 - (a) Volume I: Manufacturing Plan (4 copies)
 - (b) Volume II: Past Performance (3 Copies)
 - (c) Volume III: Small Business Utilization (3 copies)

B. Offerors shall forward the completed proposal, including an executed solicitation and all copies of the Manufacturing Plan, Past Performance, and Small Business Utilization Volumes, to :

U.S. Army Operations Support Command
Ammunition Contracting Team
ATTN: AMSOS-CCM-F/Nina McDermott
Rock Island, IL 61299-6000

II. Preparation of the Manufacturing Plan, Past Performance, and Small Business Utilization Plan:

A. The offerors shall submit the Manufacturing Plan Volume, Past Performance Volume and Small Business Utilization Volume shall as completely separate volumes and separate from the executed solicitation. Offerors shall confine information intended for the Government to consider, specific to each volume, to that volume. The Government cautions offerors that it may not consider information if it is not in the applicable volume and may downgrade the proposal accordingly. Offerors should treat each volume independently:

Volume I: Manufacturing Plan
Volume II: Past Performance
Volume III: Small Business Utilization

B. Each volume shall be consistent with the complete submission. Offerors should not incorporate by reference. Page size shall not exceed 8 1/2 by 11 inches. Offerors may use foldout sheets.

III. Information to Submit for the Manufacturing Plan, Past Performance, and Small Business Utilization:

A. Manufacturing Plan:

(1) Management System:

- (a) The offeror's description of the Management System must define its organizational structure, responsibilities, procedures, processes and resources proposed for implementing quality management.
- (b) The offeror's Management System must incorporate the requirements of ANSI/ASQC ISO 9001:2000/equivalent program.
- (c) In addition, the Government requires the offeror to submit its Level I Quality Manual along with

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documentation demonstrating ability for implementing an acceptable Statistical Process Control Plan (SPC) with the proposal.

(2) Essential Processes and Procedures: The Manufacturing Plan must describe a manufacturing strategy that will ensure that the manufacture of the M74 Simulators will be in accordance with the applicable technical data. The Manufacturing Plan must include a complete description of essential facilities, equipment, capacity and processes that the offeror plans to utilize to fabricate and test the M74 Simulators. The offeror must submit evidence of a structured Statistical Process Control System designed to reduce variation in processes affecting key product characteristics. The Manufacturing Plan shall identify key product characteristics the offeror will cover in the SPC system. This may include a summary of on-going process/product improvement initiatives. The Manufacturing Plan shall include data to verify that the manufacturing facility needs of the program will not be adversely impacted by the needs of existing or projected programs and essential equipment (forge operation, heat treat, machine capability, body assembly and inspection equipment) and is in place to perform the required operations. Data shall include assignments of floor space, machines, and/or other units of resources to programs and other data used by the contractor. If reactivation becomes mandatory, the offeror shall include a detailed plan of reactivation. The Plan shall address the correction of shortages.

(3) Essential Skills: The Manufacturing Plan shall include information regarding personnel within the management structure having adequate background in quality management and implementation of process controls. The Manufacturing Plan shall address the essential skills, knowledge and availability of the offeror's labor force to include management, quality engineering and production. Data shall include specific skills required, training program needed, and the recruitment plan to fill any vacant positions. The Manufacturing Plan shall provide an organization chart for the performance of the contract including the relationship and interface of offeror's various organizational elements, including Government and subcontractors.

Note: Offerors shall provide the same information to the subcontractors.

B. Past Performance:

The offeror shall submit a description of Government and private contracts received and performed during the past three years prior to the closing of this solicitation. Government contracts are defined as those with the Federal, State, and Local governments. For purposes of Past Performance evaluation, the offeror shall include information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement.

- Name of contracting activity/commercial firm
- Contract Number
- Contract Type (fixed price or cost reimbursable)
- Total contract value
- Description of work/NSN, Part Number, Nomenclature
- Contracting Officer/contract manager and telephone
- Administrative Contracting Officer
- A brief of each contract cited and address on-time delivery and quality

(1) On-Time Delivery: The offeror must provide information regarding its recent, relevant past performance in the areas of timeliness of deliveries. For verification purposes, the offeror should provide a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. The offeror will compare the actual delivery schedule actual deliveries to determine whether deliveries were on time and whether there were any slippages. If so, include the reasons for those slippages, whether there was a revised delivery schedule and include the offeror's corrective actions. The Government may use other sources, available to the Government other than those listed in the offeror's proposal, to gather and evaluate sub factors. The evaluation team will utilize sources, such as, but not limited to, data gathered via the Past Performance Information Management Systems (PPIMS) or Contractor Performance Assessment Reporting Systems (CPARS), contracting and preaward offices at other supporting commands, past customers and previous Contracting Officials to gather information. If there was an early delivery, did the Contracting Officer request it?

(2) Quality: The evaluators will assess the offeror's recent, relevant record in the area of quality assurance. This sub factor requires the offeror to submit the following:

- (a) Data explaining corrective actions taken to improve its process and/or to solve quality problems.
- (b) Information (the number and severity) about the Request for Waivers (RFW),
- (c) Information about Quality Deficiency Reports (QDR),
- (d) Record of First Article test submissions on this or similar items,
- (e) Historical percentage of production lots accepted at initial submission to the customer,
- (f) Record of quality related issues and/or other product quality or quality program related problems,

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(g) Number of government issued Corrective Action Requests (CARs) and adequacy of corrective and preventative actions taken in response to CARs,

(h) Summary of historical first-pass yield data, scrap reduction data, and results of past product/process improvement initiatives,

(i) Summary of customer satisfaction data to include number and severity of quality related complaints and responsiveness to Product Quality Deficiency Reports (PQDRs).

NOTE: The submission must be clear and concise when describing the deficiency, stating the corrective action and the date implemented. The Government may use other sources available to the Government other than the offeror's proposal to gather and evaluate the predetermined factors. The Government use sources, such as, but not limited to, contracting and preaward offices at other supporting commands to gather information.

C. Small Business Utilization Evaluation: The Government requires that all offerors (small, large, and foreign) identify the extent to which they will utilize:

(1) Small Businesses (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(2) Historically Black Colleges, Universities and Minority Institutions (HBCU/MI) in the performance of the proposed contract.

For Small Businesses, identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offerors will annotate their own participation as a SB or HBCU/MI of their small business utilization. The Government will consider this information for evaluation purposes.

(1) Proposed Small Business Utilization:

(a) The offeror is to provide names, products/services and estimated dollar value and type of SBs and HBCU/MIs who would participate in the proposed contract in the format below:

SB Type	Estimated \$ Value	Product/ Service	Company Name
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Total SB \$

(b) Large business offerors, where FAR 52.219-9 applies, shall identify the total subcontracting dollars.

(2) Small Business Utilization Past Performance:

(a) All offerors are to provide a detailed description of their methods used to promote and utilize small businesses over the last three years as prescribed by FAR 52.219-8, including:

(i) A description and available documentation of the methods employed to provide SB utilization, and;

(ii) A description of the internal methods used to monitor SB utilization.

(b) Large business offerors shall document their performance over the past three years for similar work, as prescribed by FAR 52.219-9 "SB Subcontracting Plan." This documentation shall include their actual performance in utilizing SB and HBCU/MI subcontracting goals. The documentation shall include the final or most recent SF 294 for each relevant contract. If the large business proposes substantially different small business utilization than experienced on similar work in the past, they must explain how they will accomplish that higher/lower proposed level. Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

D. Price: The offeror will submit prices in accordance with Section B - Price Matrix of the solicitation for the basic quantities. Offerors shall also provide information in Section M for Government Owned Production, if applicable. Offerors will not

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provide Cost and Pricing Data or information unless required by the Contracting Officer.

NOTE: The Government urges offerors to examine the solicitation in its entirety to ensure their proposal contains all necessary information, provides all required documentation, and is complete in all respects. The Government will consider an offeror's failure to comply with these instructions to be indicative of the kind of performance that it can expect from the offeror during contract performance.

CHANGED LF6021 52.233-2 01-AUG-1996 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, Operations Support Command, ATTN: Linda Getz, AMSOS-CCM, Rock Island, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

AUTO/CHANGE LM6100 52.211-4510 01-AUG-2001 PARTNERING
AMC

***The principal government representatives for this effort will be

Linda Getz
Contracting Officer

Nina McDermott
Contract Specialist

(Include names, positions, and roles in contract administration).

(End of Provision)

(LM6100)

ADDED LF7011 30.202-1(A) 01-SEP-1995 DISCLOSURE STATEMENT FORM

AUTO LF7015 52.252-5 01-APR-1984 AUTHORIZED DEVIATIONS IN PROVISIONS

ADDED LF7007 47.304-1(B) 01-SEP-1995 F.O.B. POINT (RFPS)

ADDED LF7009 9.306(C) 01-SEP-1995 WAIVER OF FIRST ARTICLE APPROVAL

AUTO LS7100 52.212-4501 01-APR-2001 ELECTRONIC AWARD NOTICE
OSC

SECTION M - EVALUATION FACTORS FOR AWARD

ADDED MF0008 52.247-47 01-APR-1984 EVALUATION - F.O.B. ORIGIN

CHANGED MF6012 15.204-5(C) 01-OCT-1997 SECTION M, EVALUATION FACTORS FOR AWARD

The following are the evaluation factors for award:

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A. The Government plans to utilize a best value, competitive, firm, fixed price contract for award.

B. Evaluation Factors Are:

(1) Manufacturing Plan

(a) Management System

(b) Essential Processes and Procedures

(c) Essential Skills

(2) Past Performance

(a) On-time Delivery

(b) Quality

(3) Price

(4) Small Business Utilization

(a) Proposed Small Business Utilization

(b) Small Business Utilization Past Performance

C. Award will be made to the offeror whose Manufacturing Plan, recent, relevant Past Performance, Price and Small Business Utilization provides the best value to the Government.

D. Definitions:

(1) "Recent": defined as having occurred within the past three years to the date the solicitation closing.

(2) "Relevant": defined as having been previously produced as like or similar item.

(3) Like or similar items are items that utilized the same manufacturing processes, essential skills and unique techniques needed to produce these M74 Simulators. A like item is one produced under similar performance parameters and environmental conditions as these M74 Simulators. Evaluation will be in accordance with Evaluation Factors for award as stated in Section M of the Solicitation.

E. The Government reserves the right to determine whether an item is the same or similar.

F. An offeror must quote on all items in this Solicitation to be eligible for Award.

Evaluation Factors Rating:

A. THE MANUFACTURING PLAN IS SIGNIFICANTLY MORE IMPORTANT THAN PAST PERFORMANCE AND PRICE.

B. Past Performance and Price are of equal value.

C. Small Business Utilization has the least value.

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D. THE MANUFACTURING PLAN, PAST PERFORMANCE, AND SMALL BUSINESS UTILIZATION, WHEN COMBINED, ARE SIGNIFICANTLY MORE IMPORTANT THAN PRICE.

E. The sub factors under each factor are in descending order of importance. The evaluation team will rate each sub factor separately with a composite score for each factor.

Note: The Procuring Contracting Officer selected the evaluation team based on the team's experience with and/or the nature of their job responsibilities relative to M74 Simulators. The evaluation team will review only volumes relative to their experience.

(End of Provision)

(MF6012)

CHANGED MF6020 47.305-12 01-JAN-1995 TRANSPORTATION EVALUATION

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Fireworks

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Tooele Army Depot
Tooele, Ut

Crane AAA
Crane, IN

(d) Evaluation will include the quantities and sources of government furnished material listed below.

No GFM - Void in its entirety.

(End of Provision)

(MF6020)

CHANGED MF7007 9.306(C) 01-SEP-1995 FIRST ARTICLE APPROVAL

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

CHANGED MS7015 42.1501-4500 01-OCT-1999 PERFORMANCE EVALUATION CRITERIA
OSC

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(End of Provision)

(MS7015)